

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CASE NO. 04-43974 NCD

Eddie Duane Paris
Paris Concrete
SSN XXX-XX-7244
Tamera Lee Paris
SSN XXX-XX-8741

CHAPTER 13 CASE

Debtor.

NOTICE OF OBJECTION TO CONFIRMATION OF PLAN

TO: Debtor and other entities specified in Local Rule 3015-3.

1. Select Portfolio Servicing, Inc. (hereinafter "Secured Creditor") moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this objection at 10:30 a.m. on September 2, 2004, before the Honorable Nancy C. Dreher in Courtroom 7 West at U.S. Courthouse, 300 South 4th Street, Minneapolis, Minnesota.
3. Any reply to this objection must be filed and delivered not later than 10:30 a.m. on September 1, 2004, which is 24 hours before the time set for the hearing, or filed and served by mail not later than August, 30 2004, which is three days before the time set for the hearing. **UNLESS A REPLY OPPOSING THE OBJECTION IS TIMELY FILED, THE COURT MAY SUSTAIN THE OBJECTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this objection pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 13 case was filed July 16, 2004. The case is now pending before this Court.

5. This objection arises under 11 U.S.C. § 1322 and Local Rule 3007-1.
6. Debtor is indebted to Secured Creditor in the principal amount of \$135,900.00, as evidenced by that certain Promissory Note dated December 18, 2000, together with interest thereon.
7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain Mortgage Deed dated December 18, 2000, executed by Eddie D. Paris and Tamera L. Paris, husband and wife, recorded January 5, 2001, as Document No. 1543197, a copy of which is attached hereto as Exhibit "A". The name and address of the original creditor is contained in the attached Exhibit "A".
8. Said plan is objected to on the basis that it is not feasible and that Debtor will not be able to make all payments under the plan and to comply with the plan as contemplated by 11 U.S.C. § 1325(a)(6).
9. Said plan is also objected to on the basis that Debtor is delinquent in their pre-petition monthly mortgage payments to Secured Creditor for the months of April, 2004 through July, 2004, in the total amount of \$6,665.23, including late charges and that said delinquency existing in Debtor's mortgage loan cannot be cured within a reasonable time as required by 11 U.S.C. § 1322(b)(5). In In re Newton, 161 B.R. 207 (Bkrtcy.D.Minn. 1993), this Court reaffirmed its previous finding that more than 12 months is ordinarily not a reasonable time to cure a default in pre-petition homestead mortgage payments under 11 U.S.C. § 1322(b)(5). The plan, as proposed by Debtor, would require approximately 30 months to complete based on the Proof of Claim filed by Secured Creditor. Therefore, the plan does not comply with the provision of Chapter 13 of the Bankruptcy Code, as contemplated by 11 U.S.C. § 1325(a)(1).
10. The value of the property as scheduled by Debtor is \$180,000.00 subject to Secured Creditor's mortgage in excess of \$140,068.00.
11. The plan, as proposed, is not made in good faith by Debtor.

12. Therefore, it is requested that the Court deny confirmation of Debtor's plan.

Dated this 25th day of August, 2004.

WILFORD & GESKE

By /e/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Suite 300
Woodbury, Minnesota 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

Mar. 18. 2003 1:10PM UNIVERSAL TITLE

No. 0049 P. 6/8

1543197

Revised and return to:
EquiCredit Corp./Secondary Marketing Dept.
P.O. Box 44198/DOC. CONTROL DIV.
Jacksonville, FL 32231

Loan Number: 8048054335

MORTGAGE 06-32-24-42-0047 kg

THIS MORTGAGE is made this 18th day of December, 2000, between the Mortgagor, EDDIE D. PARIS AND TAMERA L. PARIS, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, NatloutCredit Financial Services Corporation d/b/a/ EquiCredit, a corporation organized and existing under the laws of NC whose address is 1700 W. Highway 36 - Suite 429 Reynolds, MN 55113 (herein "Lender").

Wherein, Borrower is indebted to Lender in the principal sum of U.S. \$ 135,900.00, which indebtedness is evidenced by Borrower's note dated December 18, 2000 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2031.

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender, with power of sale, the following described property located in the County of ANOKA, State of Minnesota:

SEE EXHIBIT "A" HERETO ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

TORGANS CERTIFICATE NO. 063224420014

which has the address of 17536 QUAY ST NW ANDOVER, MN 55304
(Street, City, State, Zip Code) (herein "Property Address"):

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach prior to this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

EXHIBIT A

Mar.18. 2003 1:10PM UNIVERSAL-TITLE

No.0049 P. 7/8

EXHIBIT "A"

The North 231.94 feet of the South 154.94 feet of the East 308.8 feet of the
West 880 feet of the North 1/3 of the Southeast 1/4 of section 5, Township 12,
Range 24, Anoka County, Minnesota.

Mar.18. 2003 1:10PM UNIVERSAL TITLE

No.0049 P. 8/8

ABSTRACT

Receipt # <u>2558/33267</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>1/5 1:13:00</u>	<input type="checkbox"/> Tax Lien / Release
Doc. Order: <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Doc Doc Tax Pd
✓ By: Ptn: <u>WJ</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Acceptability / Docs: <u>1/1</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Filing Fee: <u>1950</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Well Certificate Received this Date: _____	<input type="checkbox"/> Other <input checked="" type="checkbox"/> No Change
Anoka County Recorder	
Notes:	

DOCUMENT NO. 1543197.0 ABSTRACT
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **JAN 05 2001**
AT **1:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$337.07** PAID.

RECEIPT NO.

~~2001002558~~

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

KHJ

BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Eddie Duane Paris
Paris Concrete
SSN XXX-XX-7244
Tamera Lee Paris
SSN XXX-XX-8741

CASE NO. 04-43974 NCD

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Diana Waletzko, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Suite 300, Woodbury, Minnesota, declares that on August 25, 2004, I served the annexed Notice of Objection to Confirmation of Plan and proposed Order Denying Confirmation of Plan to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Eddie D. Paris
Tamera L. Paris
17536 Quay St NW
Andover, MN 55304

Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

Curtis K. Walker
4356 Nicollet Ave S
Minneapolis, MN 55409

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 25th day of August, 2004.

/e/ Diana Waletzko
Diana Waletzko

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

**ORDER DENYING CONFIRMATION
OF PLAN**

Eddie Duane Paris
Paris Concrete
SSN XXX-XX-7244
Tamera Lee Paris
SSN XXX-XX-8741

Debtor.

CASE NO. 04-43974 NCD

This Chapter 13 Case came on before the Court on September 2, 2004, for hearing on Debtor's plan of debt adjustment. Appearances were as noted in the record. Upon the record made at hearing, and all other files and records in this case,

IT IS HEREBY ORDERED that confirmation of Debtor's plan of debt adjustment, as filed July 16, 2004, is denied.

Dated: _____
Judge of Bankruptcy Court